

1
2
3
4 BILL NO. S-76-07- 07

5 SPECIAL ORDINANCE NO. S-129-76

6 AN ORDINANCE approving a contract
7 with Meek-Mack, Inc. replacement
engine for the Fire Department.

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY
9 OF FORT WAYNE, INDIANA:

10 SECTION 1. That the contract dated July 2, 1976,
11 between the City of Fort Wayne, by and through its Mayor,
12 and Meek-Mack, Inc., for:

13 Re-engining of a 1954 American LaFrance
14 100 Foot Hydraulic Operated Laddered Truck,
15 Model BMN07112468 being operated presently
as Ladder No. 14. \$14,970.00

16 all as more particularly set forth on Purchase Order No.
17 3-33604 which is on file in the Office of the Department of
18 Purchasing and is by reference incorporated herein, made a
19 part hereof and is hereby in all things ratified, confirmed
20 and approved.

21 SECTION 2. This Ordinance shall be in full force
22 and effect from and after its passage and approval by the Mayor.

23
24 Councilman
25
26
27
28
29
30
31
32
33

34 APPROVED AS TO FORM
35 AND LEGALITY,

W. J. Hart
CITY ATTORNEY

Read the first time in full and on motion by Hunter, seconded by Hunter, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City=County Building, Fort Wayne, Indiana, on _____, the day of _____, 1976, at _____ o'clock P.M., E.S.T.

DATE: 7/13/76

Charles W. Atchamane
CITY CLERK

Read the third time in full and on motion by V. Schmidt, seconded by Hlerio, and duly adopted, placed on its passage.
PASSED (lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	<u>7</u>	<u>1</u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HUNTER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, D.	<u> </u>	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
SCHIMDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 7-27-76

Charles W. Atchamane
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION)

ORDINANCE (RESOLUTION) No. A-12276 on the 27/76 day of July, 1976.

ATTEST: (SEAL)

Charles W. Atchamane
CITY CLERK

James S. Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28/76 day of July, 1976, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Atchamane
CITY CLERK

Approved and signed by me this 28th day of July, 1976,
at the hour of 5:00 o'clock M., E.S.T.

Robert E. Armstrong
MAYOR

Bill No. S-76-07-07

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving a contract with Meek-Mack, Inc. replacement engine for the
Fire Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance No PASS.

Vivian G. Schmidt - Chairman

William T. Hinga - Vice-Chairman

Winfield C. Moses, Jr.

John Nuckols

Samuel J. Talarico

Vivian G. Schmidt
William T. Hinga

John Nuckols
Samuel J. Talarico

DATE 7-27-76 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To Board of Safety Date July 2, 1976
From Department of Purchases
Subject Replacement Engine for Fire Department Truck - Ladder #14

COPIES TO:

Attached Purchase Order (Copy) No. 3-33604 has been assigned to Meek-Mack, Inc. for the subject work at a cost of \$14,970.00 Total Net.

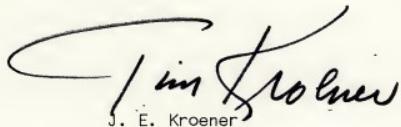
One (1) other bid was received out of a total of nine (9) potential bidders contacted--American LaFrance at a total cost of \$17,000.00.

Also attached are:

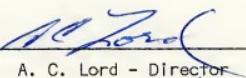
1. Bid Tabulation Sheet
2. Copies of Bidders Bid Documents
3. List of Bidders contacted

After your review please process to Council at the earliest possible time.

Do Not release the assigned Purchase Order Number to anyone until Council has approved this purchase.



J. E. Kroener

Approved: 
A. C. Lord - Director

F-1 FORM 127-1
APPROVED BY THE STATE BOARD
OF ACCOUNTS FOR THE CITY OF
FORT WAYNE 1968.

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Fort Wayne Fire Department

3rd Floor - City County Building
One Main Street - Fort Wayne, Indiana

Meek-Mack, Inc.
3125 U. S. #30 - West
Fort Wayne, Indiana 46808

DELIVER TO:
DEPARTMENT
OR DIVISION

ADDRESS
CASH DISCOUNT TERMS % IF PAID WITHIN DAYS FROM DELIVERY AND
ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
		Re-engining of a 1954 American LaFrance 100 Foot Hydraulic Operated Laddered Truck, Model BMN07112468 being operated presently as Ladder No. 14.		
		Bid Reference No. 722		14,970.00
		Net 30 Days		
		F.O.B. Delivery and Pick-up by the Fire Department Completion - within 120 Days A.R.O.		
		Warranty - 50,000 Miles or Two (2) years		
		Subject to Councilmanic Approval		

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN INCLUDE ALL
CHARGES FOR FREIGHT,
INSURANCE, PACKING, ETC.,
NECESSARY TO COM-
PLETE DELIVERY TO
THE DESTINATION SPECI-
FIED.

UNLESS OTHERWISE
INDICATED THE PRICES
SHOWN DO NOT INCLUDE
TAXES OF ANY KIND.

EXEMPTION BLANKS
WILL BE FURNISHED
WHEN NECESSARY.

IND. SALES TAX
EXEMPT CERT. NO.
34508

IF THIS ORDER DOES
NOT AGREE WITH YOUR
QUOTATION, KINDLY
RETURN IT WITH AN
EXPLANATION.

XXXXXXXXXXXXXXXXXXXX

ACL/gb

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COV-
ERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE
EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

XXXXXXXXXXXXXXXXXXXX Director of Purchases A.C. LORD

XXXXXXXXXXXXXXXXXXXX City Controller W.G. SCHNIZER

PURCHASE ORDER NUMBER

3-33604 H

DATE July 2, 1976

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON
ALL INVOICES, BILLS OF LADING, DELIVERY
TICKETS, PACKAGES AND CORRESPONDENCE.

INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. PD

DATE
WANTED }

APPROPRIATION
AND FUND
NUMBER }

54-730-725

Per

Per

Resolution of Bid

Bid Reference No. 722

Closing Date July 1, 1976

Re-engining of 1954 American
LaFrance Ladder Truck

Cummins Diesel
3220 Coliseum Blvd. West
Fort Wayne, IN

AIA - on file
Week-Nack, Inc. NON-COLL-OK
3125 U.S. 30 West
Fort Wayne, IN Check #83297
B10-Bond-OK 748.52

14,970.00
50M MILES OR (2) TWO YEARS
120 DAYS COMPLETION

Pomine Industries
505 S. Illinois St.
Indianapolis, IN 46225

AIA-ATTACHED
AMERICAN LA FRANCE
ELMIRA Check #166
NON-COLL-OK. B10 Bond-OK 850.00

17,000.00
1 YR PARTS - NO LABOR EXC. ENGINE
90 DAYS COMPLETION

O.C. Ladd
J.E. Klemm
7/1/76 @ 10:00 AM

Bid Reference No. 722

Date July 1, 1976

Vendors Name & Address

Cards Mailed

Bids Picked Up

Bids Mailed

International Harvester Company
333 South Clinton Street
Fort Wayne, Indiana 46802

6-18-76

Meek-Mack
3125 U.S. #30 - West
Fort Wayne, Indiana 46808

6-18-76

6-25-76

Cummins Diesel
3220 Coliseum Blvd. - West
Fort Wayne, Indiana 46808

6-18-76

6-31-76

American LaFrance
390 East Irving Park Road
Wood Dale, Illinois 60191

6-18-76

Hoosier Fire Equipment
P. O. Box 410
Valparaiso, Indiana 46383

6-18-76

Midwest Fire & Safety Equipment Co.
1605 Prospect
Indianapolis, Indiana 46203

6-18-76

Eagle Machine Company
P. O. Box 88
Indianapolis, Indiana 46206

6-18-76

Halterman's General Fire Safety
& Equipment, Company
P. O. Box 97
Macy, Indiana 46951

6-18-76

McAllister Machinery
Indianapolis, Indiana 46206
6-18-76
6-25-76

Romine Industries
505 South Illinois Street
Indianapolis, Indiana 46225

6-29-76

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc., to Attn of A. C. Lord - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department Fire Department

Division 3rd Floor - City County Building

Address One Main Street - Fort Wayne, Indiana 46802

Page 1 of _____

Ref. No. 722

Date June 17, 1976

Date wanted _____

Fund 43-730-726

Appropriation No. _____

RETURN ORIGINAL TO THE CITY - RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Thursday - July 1, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34458. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		Re-engining of a 1954 American LaFrance 100-foot Hydraulic operated Ladder Truck, Model BMN07112468. The enclosed Non-Collusion Affidavit must be completed and returned with your bid.		14,970.00
		Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the <u>current year</u> ; NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office Specify Which: On File: Attached: x		

Bid Bond required 5% Performance Bond YES

See Instruction Item No. 10 on reverse side hereof.

Terms % cash discount if paid within days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereto, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications appearing and at the price set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Signature

Mock Mack Inc.

Name of Company

Per Ray C. Mack Title Vice Pres.

Address 3125 U.S. Hwy. 30 W.

City Fort Wayne, Indiana

State Date

SPECIFICATIONS

1. Diesel engine with matched up standard synchromesh transmission that will provide enough power to operate both running and hydraulic operations of above vehicle.
2. Re-engining of said vehicle to be done in Shop of successful bidder or his designate.
3. Labor to be included in total bid.
4. Said piece of equipment to be delivered and picked up by the Fort Wayne Fire Department.
5. Any remodeling necessary of present running gear on said equipment, such as brakes or radiator, etc., should be included in said bid.

Warranty: 50,000 miles or (2) two years

Completion Date: 120 days after bid is let.

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Allen ----- SS: }
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

Ray Meek - Vice Pres.

Bidder or Agent

For Meek Mack Inc.
Firm or Corporation

Subscribed and sworn to before me this 30th day of June, 1976

My Commission Expires 10-4-79

10-4-79

Peggy Booths

Peggy Booths

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers, and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of
Check issued in lieu of Bond.....

..... Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Cashiers Check No. 3297 in the sum of (748.50)

Seven hundred & forty-eight dollars and fifty cents Dollars

on Indiana Bank & Trust Co. Bank

of Fort Wayne, Indiana.

is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.

Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

E. C. Mack

OTHER PARTIES INTERESTED IN
THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

Witnessed by:

SURETY

Meek Mack Inc.

Name of Bidder—Print or Type

By *Ray C. Mack*

Signature of Person Authorized to Sign

Wm. P. Mack

Title

3125 U.S. Hwy. 30 W.

Street Name and Number

Fort Wayne, Indiana 46808

City, State and Zip Code

Date

6 - 36 76

← See Cover Letter

Name of Company — Print or Type

Incorporated

In the State of:

Address

By

Sign on this Line

Date

CITY OF FORT WAYNE**DEPARTMENT OF PURCHASES**

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all written and correspondence, etc. to Attn. of A. C. Lord - 423-7037

DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Fire Department

3rd Floor - City County Building

Address One Main Street - Fort Wayne, Indiana 46802

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing

Time of Bids Thursday - July 1, 1976 - 10:00 A.M.

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THIS CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 34648. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Services	Unit Price	Total Amount
		<p>Re-engining of a 1954 American LaFrance 100-foot Hydraulic operated Ladder Truck, Model BMN07112468.</p> <p>The enclosed Non-Collusion Affidavit must be completed and returned with your bid.</p> <p>Each Bidder must submit a current 1976 written Affirmative Action Program with their bid - or - have it on file with our E. E. O. Office for the <u>current year</u>: NOTE: Forms attached must be completed in full, if not on file in E.E.O. Office</p> <p>Specify Which: On File: Attached:</p>		17,000.00

Bid Bond required

YES

5%

Performance Bond

NO

YES

Terms None % cash discount if paid within

See Instruction Item No. 18 on reverse side hereof.

days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions named, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within 90 days from receipt of order. As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

IMPORTANT

Sig. Herein

AMERICAN LA FRANCE

Richard Jackson
For *AMERICAN LA FRANCE*, Inc.
Regional Mgr.
390 E. Irving Park Road
Address

Wood Dale, Ill 60191

6-23-76

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. Special Conditions: Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. Applicable Laws: The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. Workman's Compensation: Insofar as Workmen's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. Fairings and Indemnifications: The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.

5. Pricing: Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. Delivery: Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. Specifications: Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.

References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. Samples: Samples, when requested, must be furnished free of expense to the City, and if not destroyed, will upon request be returned at the bidder's expense.
9. Cash Discounts: Time in connection with cash discount offered, will be computed from date of delivery and acceptance at final destination or from date properly executed claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. Taxes: The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. Bid Uniformities and Rejection: The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. Awards: Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. Payments: Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. Bidder's Signatures: Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner". Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter.
15. The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 208, section 10, being Burns Indiana Statute 40-231a-1944 supplement requiring such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.
16. Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following.
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notices of bids wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. Submission and Receipt of Bids:
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelope should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Date _____
10 as follows:

Accepted _____
Rejected _____

SPECIFICATIONS

1. Diesel engine with matched up standard synchromesh transmission that will provide enough power to operate both running and hydraulic operations of above vehicle.
2. Re-engining of said vehicle to be done in Shop of successful bidder or his designate.
3. Labor to be included in total bid.
4. Said piece of equipment to be delivered and picked up by the Fort Wayne Fire Department.
5. Any remodeling necessary of present running gear on said equipment, such as brakes or radiator, etc., should be included in said bid.

Warranty: Detroit Diesel Allison warranty on engine is attached. Dana Corp

warranty on transmission is attached. AMERICAN LA FRANCE furnished parts, other than the above, carry one (1) year parts warranty and no labor warranty.

Completion Date: Ninety (90) days after receipt of purchase order.

Notes:

This repower quotation is submitted to you in our standard form and includes considerable materials in addition to the engine and transmission. Attached are option kit lists that contain the new parts (#110, 130, 131, 133, 134, 142, 144 and 148). In addition this bid contains installation of vacuum pump kit for brakes and a differential ratio change to compensate for the reduced speed you will experience otherwise.

TERMS AND CONDITIONS

- 1—**PRICES.**— Due to conditions affecting prices, we accept this order with the understanding we reserve the right (notwithstanding any price stated in the order) to change the price at any time, or from time to time, as to any part of the order then unfilled. Delivery of any part of this order at the price stated therein shall be without prejudice to our right, as above stated, to change the price as to any remaining part of said order.
- 2—**WARRANTY.**— We warrant that all products manufactured by us meet our standard specifications and we agree to repair or replace without charge, f.o.b. our factory, at our option, to allow credit for, any portion of a product which proves to be defective in material or workmanship within a period of 180 days from the date product is placed in service. **WE MAKE NO WARRANTY AS TO MERCHANTABILITY OR AS TO FITNESS OF PRODUCTS FOR A PARTICULAR PURPOSE OR AS TO THE RESULTS TO BE OBTAINED FROM THEIR USE BY PURCHASER OR OTHERS.** Products claimed to be defective must be held for our shipping instructions. No claim for products alleged to be defective will be allowed until we have had a reasonable opportunity to examine the products. The foregoing warranty is in lieu of all other warranties, express or implied, statutory or otherwise, and our obligation with respect to defective products is expressly limited to the repair or replacement of, or at our option allowing credit for, any such product, all as hereinabove provided.
- 3—**PATENTS.**— To the best of our knowledge the articles purchased or to be purchased hereunder do not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. We do not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers, or users of its product. The Purchaser agrees to hold us harmless against any claim of infringement which arises out of compliance by us with specifications furnished by the Purchaser.
- 4—**CANCELLATION.**— Cancellation of orders once placed with and accepted by us can be made only with our consent. Should the Purchaser, due to change in design or other good and sufficient cause, desire to effect cancellation of said order, same shall be accepted on the following basis:
a. Said Purchaser to pay the purchase price in full for all articles completed and ready for delivery, and a percentage of the purchase price on such items as shall not be completed, equivalent to the percentage of completion thereof.
b. Said Purchaser shall also pay in full the costs of all materials, dies, tools, patterns and fixtures, provided for this order, that are on hand or for which we are obligated together with all labor and other expense incurred in connection therewith. Invoices covering said costs shall be due and payable immediately upon our acceptance of cancellation.
- 5—**DEFERRED DELIVERIES OR HOLD-UPS.**— Deferred deliveries are subject to our approval.
Should the Purchaser for good and sufficient cause desire that we hold up order or defer deliveries until some later date, same shall be acceptable on the following conditions only:
a. Hold-up period is not to exceed 30 days on that portion of the order which is not then in process or completed on condition that at the expiration of such time definite shipping instructions which meet with our approval are given.
b. Should the Purchaser at the expiration of the 30-day period fail to furnish definite acceptable shipping instructions, we shall have the right to make a cancellation charge on the same conditions and terms of payment as outlined under "cancellation" above.
- 6—**LAWS.**— To the best of our knowledge, we are complying with all state and federal laws. Our acceptance of your order and obligations thereunder are subject to all applicable state and federal laws and rules and regulations issued thereunder.
- 7—**DELIVERIES.**— We shall endeavor to schedule your order for delivery as nearly in accordance with your instructed delivery date as possible and advise you accordingly. If you do not notify us otherwise promptly after our notification to you of a later delivery date, then such later date shall become the delivery date. In the event that we do not deliver your order by the delivery date then the order may be subject to cancellation by you and this shall be your sole remedy and we shall have no liability for failure to meet the delivery date.
- 8—**TAXES.**— Any tax imposed on Dana Corporation by any law on the sale or use of articles made or sold by us shall be in addition to the sales price thereof.
- 9—**TERMS OF PAYMENT AND FAILURE TO PAY.**
a. If terms of payment stated in the order are different from our quoted terms, the latter shall apply to the order.
b. Purchaser shall make prompt payment of our invoices in accordance with quoted payment terms. Failure to make such payment or failure to make prompt payment on any existing contract with us, shall entitle us to suspend delivery until all payments due are made or arrangements satisfactory to us are made, or to cancel any such contract. Such rights are not exclusive and are in addition to any other right or remedy we may have and the exercise of such rights shall not prejudice any claim for damages we may assert.
- 10—**GENERAL.**— There are no understandings, agreements or warranties, implied, verbal or written, relative to your order that are not fully expressed herein and no change shall be made in your order as modified by these conditions unless reduced to writing and signed by both parties. No statement, recommendation or assistance made or offered by us through our representative to the Purchaser or his representative in connection with the use of any product sold by us shall be or constitute a waiver by us of any of the provisions hereof or affect the obligations of the respective parties under your order as modified by these conditions.
- 11—**ACCEPTANCE.**— Unless we receive notification to the contrary promptly from you, we will consider the foregoing conditions as being acceptable to you.
- 12—**INTENDED USE.**— Purchaser warrants that the parts or equipment purchased are intended for original equipment use, that this material's intended use is for that purpose only, and not for service replacement use. Parts or equipment designated for replacement purposes may be purchased from our O.E. Service Parts Division, Toledo, Ohio.

DANA CORPORATION
SPICER TRANSMISSION DIVISION

Option 110 - 10/74
 Engine/Trans. Package 6V-71/6852
 Sheet 1 of 1

		Part No.	Description
		610-900012	Engine (Detroit Diesel 6V-71)
	1	110-9008	Transmission (Spicer 6852/5 th direct.)
	1	110-1299	Clutch (140-302-1066 plate) Clutch (140-6-788 disc.) Clutch (140-6-789 disc.)
	1	110-5603	Release bearing & carrier
	1	9B-0913	Lever
	2	9B-231	Link
	1	7B-2324	Nameplate (gear shift pattern)
	1	7B-3327	Speedometer drive gear
	1	7B-3329	Speedometer driven gear
	1	4006-4603	Speedometer bushing
	1	4006-3813	Speedometer sleeve
	1	110-1364	Air cleaner
	1	110-4042	Companion flange (Spicer #5-1-3141)
14	1	610-730013	Elbow
	1	610-900455	Flexible duct (5" I.D. X 12" long)
	1	9B-7044-71	Elbow (rubber)
	1	9B-0913	Extension
	1	120-960016	Flange
	1	120-960016	Atgrt. Drawing (air cleaner)

Option 130 - 5/75
Engine Mounting Package 6V-71
Sheet 1 of 1

Item	Qty.	Part No.	Description
1	1	11B-1627	Support (front)
2	2	7B-756	Spacer (front)
3	2	7B-220	Mount (front)
4	2	7B-294	Spacer (front)
5	2	018-900015-A1	Support (rear)
6	2	9B-3301	Shutdown cable
7	1	9B-3276	Nameplate (emergency shutdown)
8	1	9B-3277	Nameplate (engine shutdown)
9	1	027-000048	Exhaust pipe (L.H.)
10	1	027-000049	Exhaust pipe (R.H.)
11	2	027-000050	Collar
12	1	027-900013	Connector
13	1	027-900016	Flexible tube
14	1	027-000067-A1	Muffler
15	1	027-000072	Tail pipe
16	1	3C-8116	Nameplate (diesel fuel)
17	1	015-900047	Fuel filter
18	1	7B-5183	Accelerator cable (139")
19	1	9B-6193-A1	Tachometer (dash)
20	1	9B-6193-A2	Tachometer (pump panel)
21	1	059-000004-A1	Tachometer adapter plate
22	1	059-000004-A2	Tachometer adapter plate
23	2	9E-5187	Battery (12V/220 amp)
24	1	9E-1956	Battery selector switch
25	1	3C-397	Channel (L.H.) Front Support
26	1	3C-398	Channel (R.H.) Front Support

Option 131 - 10/74
Radiator/Heat Exchanger 6V-71/HF-740
Sheet 1 of 1

Item No.	Part No.	Description
1	650-900017	Radiator
2	31-5208-A1	Radiator cap
3	650-900018	Inlet flange
4	650-900020	Inlet flange
5	650-900021	Outlet flange
6	150-000038	Shroud
7	2V-6365	Drain Cock (1/4")
8	191E-2183	Insulator
9	9B-1120	Tie rod
10	78-6514	Support
11	650-900052	Outlet Cover
12	650-900036-A2	Heat exchanger

Option 133 - 10/74
Proj. No. 401 Pump Aerial Operation 6V-71/6852
Sheet 1 of 1

	Part No.	Description
1	645-00000000	P.T.O. (Chelsea 41K17-C5)
2	645-00004	Oil pump (Vickers 30V-28A-1C-10)
3	645-00003	Inlet flange
4	645-00002	Outlet flange
5	645-00008	P.T.O. cable
6	645-000047-A3	Prop shaft
7	645-000034-A4	End Yoke

Option 134 - 10/74

Alternator Package 6V-71
Sheet 1 of 1

	Part No.	Description
1	257-000114-A1	Alternator (L.N. #4625 3A/105 amp)
1	257-000008	Capacitor Package
1	257-000010	Bracket
1	257-000011-A1	Pulley
1	257-000021-A5	Belt
1	257-000014	Bracket
2	21-000017-A2	Bolt (3/8 - 24 X 5-3/4 grade 5)
1	257-000015	Strap
1	257-000012	Arrangement Drawing

Option 142 - 10/74
Air Throttle Advance 6V-53/6V-71
Sheet of 1

	Part No.	Description
	70-000003	Stop
	70-1680	Air cylinder
	70-1681	Solenoid valve
	70-1707	Cannon plug
	70-2107	Aeroquip hose (#4 hose X 108")
	70-1027	Swivel
	70-2039	Elbow
	70-2135	Adapter
	70-1672	Air cylinder
	70-0004	Arrangement Drawing

Option 144 - 10/74
Shift Linkage Kit All Fuller/Spicer Transmissions
Sheet 1 of 1

Item	Qty.	Part No.	Description
1	1	9B-6048	Shift control housing
2	1	9B-6049	Shift control housing lever
3	1	9B-6052	Shift control hardware kit
4	1	9B-4211	Bracket
5	1	9B-6050	Tube
6	1	041-000002	Bracket
7	1	9B-2351	Bearing Block
8	1	041-000013-A5	Shift rod
9	1	041-000013-AZ	Shift rod
10	2	041-000012	Universal joint
11	1	11B-5061	Arrangement Drawing

Option 148 - 10/74
Cluster Gauge Replacement Kit
Sheet 1 of 1

Item	Qty.	Part No.	Description
1	1	080-000022	Stainless steel panel
2	1	9E-380	Ammeter
3	1	9E-382	Temperature gauge
4	1	9E-383	Oil gauge
5	1	9E-384	Fuel gauge
6	1	9E-376	Temperature sending unit
7	1	9E-388	Oil pressure sending unit
8	1	9E-398	Fuel tank sending unit (see note)
9	1	9E-399	Fuel tank sending unit (see note)
10	2	9E-38	Socket & wire
11	2	9E-10	Bulb
12	1	L-9435	Arrangement Drawing
13	1	N.P.N.	Sheet of instructions

Note: Items 8 & 9 fuel tank sending units - omit one depending on tank depth. Both are adjustable as follows:

9E-398 used for tank depth up to 15".
9E-399 used for tank depth over 15".



Detroit Diesel Allison
Division of General Motors Corporation
Indianapolis, Indiana 46206

NEW PRODUCT WARRANTY

PARTICIPATING OEM SALES WARRANTY ON NEW MT & HT ALLISON TRANSMISSIONS INSTALLED IN NEW (INSERT OEM NAME HERE) ON-HIGHWAY MOTOR VEHICLES

Detroit Diesel Allison (Detroit Diesel Allison Division, General Motors Corporation) warrants to the owner of each New MT and HT Series Allison Transmission installed in a new (INSERT OEM NAME HERE) on-highway motor vehicle that it will repair any defective or malfunctioning part of the transmission in accordance with the following schedule:

WARRANTY LIMITATIONS AND ADJUSTMENT SCHEDULE			
Warranty Limitations (Whichever First Occurs)		Adjustment Charge To Be Paid By Owner	
Months	Transmission Miles	Parts	Labor
0 - 24	0 - 50,000	No Charge	No Charge
	50,001 - 100,000	No Charge	50% of Service Outlet's Normal Charge

The warranty period shall begin on the date the new (INSERT OEM NAME HERE) on-highway motor vehicle is delivered to the first retail purchaser or, if the vehicle is first placed in service as a demonstrator prior to sale at retail, on the date the vehicle is first placed in such service.

This warranty covers only malfunctions resulting from defects in material or workmanship.

This warranty does not cover:

- Malfunctions resulting from misuse, negligence, alterations, accident or lack of performance of normal maintenance services;
- Any transmission which shall have been repaired by other than an authorized Detroit Diesel Allison service outlet so as in any way, in the judgment of Detroit Diesel Allison, to affect adversely its performance and reliability;
- The replacement of maintenance items (such as filters, screens, transmission fluid) made in connection with normal maintenance services;
- Loss of time, inconvenience, loss of use of the vehicle or other consequential damages.

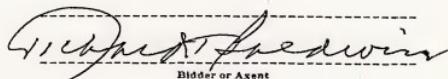
Repairs qualifying under this warranty will be performed without charge by any Detroit Diesel Allison Distributor or his specifically designated Service Dealer within a reasonable time following the delivery of the transmission to the distributor's or dealer's place of business.

This warranty is the only warranty applicable to the Allison Model MT and HT Series Automatic Transmissions and is expressly in lieu of any other warranties, expressed or implied, including any implied warranty of merchantability or fitness for a particular purpose. Detroit Diesel Allison neither assumes nor authorizes any other person to assume for it any other liability in connection with such transmissions.

Reference No. 722**NON-COLLUSION AFFIDAVIT**STATE OF INDIANA, { SS:
----- COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.



Bidder or Agent

For AMERICAN LA FRANCE
Firm or CorporationSubscribed and sworn to before me this 23rd day of June, 1976

My Commission Expires

May 27, 1978.

Admn. Appr.

DIGEST SHEET

TITLE OF ORDINANCE **SPECIAL ORDINANCE**

A-76-07-07

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC SAFETY
Fire Department

SYNOPSIS OF ORDINANCE **Ordinance for approval of Purchase Order.**

EFFECT OF PASSAGE

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$14,970.00

ASSIGNED TO COMMITTEE (PRESIDENT) Finance Committee